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Attorney for Creditor,
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

IN RE:

MARY KEEHAN,

DEBTOR

ROGER BRYENTON,

Plaintiff,

v.

MARY KEEHAN,

Defendant.

Case No.: 08-23220-C-7
Chapter 7

D.C. No.: WS-01

Adv. Proc. No.: 13-02211-C

DECLARATION OF ROGER
BRYENTON IN SUPPORT OF
APPLICATION FOR ENTRY OF
DEFAULT JUDGMENT

No Hearing Required

I, Roger Bryenton, declare:

1. I am the plaintiff in this proceeding.

2. I have personal knowledge of the matters stated below other than those stated to be based upon my information and belief, and I believe those to be true.

3. At the request of Mary Keehan, I loaned Mary Keehan ("Keehan") the original principle amount of \$52,000.

4. Keehan requested the loan from me to purchase a fifth-wheel mobile home to be used as Keehan's residence (the "Trailer").

1 5. On January 1, 2005, Keehan signed a Second Amended Promissory Note because
2 I had reduced the principle amount owed to \$50,000 (the "Amendment").

3 6. A true and correct copy of the Amendment is attached at **Exhibit "A"** and
4 incorporated herein by reference.

5 7. Pursuant to the Amendment, Keehan promised me that if the Trailer was sold or
6 otherwise disposed of, the full proceeds from that sale would be used toward the repayment of
7 the Note.

8 8. I would not have agreed to the terms of the Amendment unless Keehan agreed to
9 terms of the Agreement, including the provision regarding payment to me of proceeds from the
10 sale of the Trailer.

11 9. After she signed the Amendment, Keehan sold the Trailer and distributed the
12 proceeds to her father and to other creditors, without my consent.

13 10. Keehan did not notify me that proceeds were available from the sale of the Trailer
14 before she distributed those proceeds to other persons.

15 11. In 2008, Keehan was employed as a paralegal in the state of California.

16 12. Between March and July of 2008, Keehan told me on numerous occasions that
17 she would continue making payments on the Amendment to me.

18 13. Keehan also told me in May of 2008 that she would reaffirm the debt owed to me
19 and that she would begin making payments on August 1, 2008.

20 14. Keehan continued to make representations to me that she would make payments
21 on the Amendment and those statements continued through July of 2010.

22 15. The last time I received a payment from Keehan on the Amendment was
23 September of 2008.

24 16. I did not pursue any legal remedies against Keehan because through July of 2010
25 she continued to make representations to me that she would make payments.

26 17. As of September 1, 2013, the principle amount owed to me by Keehan pursuant to
27 the terms of the Amendment was \$26,121 plus interest.
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